

Iowa Public Employment Relations Board

In the Matter of:  
Dubuque, Iowa, Employer

Arbitrator's Award

And

October 28, 2004

Teamsters Local 421, Union

Appearances

For the Employer: Randy Peck  
Personnel Manager  
City of Dubuque  
50 W. 13<sup>th</sup> St.  
Dubuque, IA 52001

For the Union: Yingtao Ho  
Previant, Goldberg, Uelmen, Gratz, Miller &  
Brueggeman,  
P.O. Box 12993  
1555 N RiverCenter Dr., #202  
Milwaukee, WI 53212

Hearing: Dubuque City Hall, October 15, 2004

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Introduction

The City of Dubuque, Iowa and the International Brotherhood of Teamsters, AFL-CIO, Local 421 (Union) have engaged in collective bargaining to impasse under the provisions of the Iowa Public Employment Relations Act (Chapter 20, Iowa Code) for a collective bargaining agreement effective July 1, 2004. The parties proceeded to fact-finding under the Act. A Fact-Finder's Recommendation was issued on August 10, 2004 and accepted by the City. The dispute remained unresolved. The Union moved the dispute to Arbitration. The

parties selected the undersigned from a list provided by the Iowa Perb to hear the dispute and issue an Arbitration Award.

The City of Dubuque, Iowa is located in NE. Iowa, situated on the Mississippi River in a picturesque setting. The City's population is approximately 58,000 after a decline from a high of 62,000 twenty years ago. The City employs approximately 521 employees in five bargaining units (police, fire, transit, operating engineers, teamsters) and the non-organized employees. The other four bargaining units have reached voluntary settlements for 2004 contracts.

The parties in this dispute have settled all issues except for two wage issues: ( Call-back pay and Additional compensation for seasonal employees), Holidays and Funeral Leave. They have agreed to a 3.47% across-the-board wage increase, a uniform service for mechanics and serviceworkers and an increase in the meal allowance. The wage increase is the same as that bargained by the other four bargaining units.

#### **The Union Proposal**

Union proposes to add new language to Section c(3) of Article XIII- Funeral Leave as follows: Upon approval of the immediate supervisor, employees may be granted up to three (3) hours with pay to attend the wake services of a member of the employee's immediate family as defined in Section 3 of this Article.

The Union proposes to add the following language to Article XXII- Holidays: Martin Luther King, Jr. Birthday

The Union proposes to add new language to Paragraph 2 of Article XXVIII - Callback as follows: Employees who are placed on call by the City for 24 hours

each day will receive, at their option, either four (4) hours compensatory time, or four (4) hours at their regular rate of pay for each weekend or holiday that they are on call.

The Union proposes to add new language to Article XXXI - Wage Plan as follows: Effective July 1, 2004, long-term seasonal or temporary employees will receive \$.50 per hour in addition to their regular rate of pay as set forth in this Addendum after completing 3,500 continuous hours of work in a seasonal or temporary position covered by this Agreement.

The Union's offer would cost an additional 4.29% over the 2003 cost with an average increase of \$1,550 per employee

#### **The Employer's Proposal**

The Employer's offer, which is the same as the Fact-finder's recommendation proposes to add new language to Article XXXI - Wage Plan as follows: Effective July 1, 2004, long-term seasonal or temporary employees will receive \$.25 per hour in addition to their regular rate of pay as set forth in this Addendum after completing 3,500 continuous hours of work in a seasonal or temporary position covered by this Agreement. The proposal would bring the total package cost for this bargaining unit to 3.71% or an average of \$1,342 increase per employee.

#### **Statutory Considerations**

The Iowa Public Employment Relations Act - Chapter 20, Iowa Code sets forth the criteria to be used by neutrals in fashioning a recommendation for settlement of the dispute.

...22.9... The panel of arbitrators shall consider, in addition to any other relevant factors, the following factors:

- a.* Past collective bargaining contracts between the parties including the bargaining that led up to such contracts.
- b.* Comparison of wages, hours and conditions of employment of the involved public employees with those of other public employees doing comparable work, giving consideration to factors peculiar to the area and the classifications involved.
- c.* The interests and welfare of the public, the ability of the public employer to finance economic adjustments and the effect of such adjustments on the normal standard of services.
- d.* The power of the public employer to levy taxes and appropriate funds for the conduct of its operations.

The Arbitrator is to select the "most reasonable" offer of each party on each impasse item. (20.22.11 of the PER Act). In this dispute, there are three impasse items: Funeral Leave, Holidays and Wages.

The facts presented by both parties in support of their respective positions are considered by the Arbitrator with these statutory factors in mind.

Since the Union is the parties proposing changes in the contractual language, I will address their positions and arguments.

The Union argued that the Fact-finder's recommendations should not be granted any deference because no reasons were given for several of his recommendations.

The Union argued that when there is a compelling need to catch-up, or otherwise deviate from internal comparables, the arbitrator should give determinative weight to external comparables. The Union presented an analysis of the issues using standard deviation to argue that Dubuque falls at the bottom of standard deviation curves and thus, should "make up" the disparity from its position in relation to the other comparable cities.

### **Comparability**

The City and the Union disagreed about the comparability group to use. The Union wanted to use Muscatine, Marshalltown, Burlington, Cedar Falls, Iowa City, Cedar Rapids, Davenport, Des Moines and Waterloo. It argued that Sioux City and Council Bluffs are too distant from Dubuque, are poorer than Dubuque and have a different labor market.

The City argued that the comparable cities used historically by both the City and the Teamsters unit be used. They are: Cedar Rapids, Davenport, Des Moines, Waterloo, Sioux City and Council Bluffs.

I find that the traditional cities used by both parties in prior years are the appropriate comparisons. These are Cedar Rapids, Davenport, Des Moines, Waterloo, Sioux City and Council Bluffs. They are the seven largest cities in Iowa. The parties have bargained for many years and have used these cities - that is the best indicator that these cities are the most appropriate to use now.

### **Bargaining History**

The parties have a very "mature" bargaining history. That is, they have bargained for many, many years and only "fine tune" their agreement with each successive round of bargaining.

The City has established a long history of maintaining parity between the bargaining units in the City.

#### **Ability to Pay**

The City did not allege that the Union's offer was not affordable by the City, though the City presented evidence of its budget austerity over the years and its adjustment of the size of the workforce.

#### **ITEMS AT IMPASSE**

##### **Holidays**

The Union proposed to add Martin Luther King's Birthday as a 11<sup>th</sup> holiday. Its analysis is positioned to show Dubuque far below the mean. However, I do not agree with the comparable cities chosen by the Union.

The City argued that all other Dubuque employees get 10 holidays. The Teamster's Union bargaining unit gets one more casual day than all other city employees except those in the water department. Only three other cities in the comparability group offer MLK Birthday as a holiday. To award the holiday would be an additional cost because it is pay for time not worked and employees might have to be called back in to work at double time, since the holiday is in January.

##### **Wake Leave**

The Union proposed to add a 3 hour wake leave benefit for a death in the immediate family. This is in addition to 1 day of funeral leave. It would not apply to death of a spouse or child because the employee gets more days off for those

relatives. The Union argued that the Firefighters get this benefit, but none of the other Dubuque employees have it. There is no distinction between the firefighters and this unit. Both have the same probability of needing the benefit.

The City argued that the funeral leave for a child or stepchild was increased for this unit from 3 days to 5 days in this year's bargaining. Only Des Moines and Waterloo provide this much time off. Firefighters only receive three days off for the death of a child or stepchild.

### **Wages**

#### ***On Call Pay***

The Union proposed to increase the on-call pay for unit employees on call from 2 hours of pay or comp time to 4 hours of pay or comp time. For comparison purposes, the union used police and fire units in several of the comparison cities. It argued that Dubuque was far behind the comparability group, in the 5<sup>th</sup> percentile. If holiday on-call pay is included, Dubuque is in the 9<sup>th</sup> percentile. The Union argues that external comparables should control in this issue, since there is not a consistent internal pattern.

The City argued that the Union "won" this benefit in an arbitration. They claimed it was what they needed and the arbitrator awarded it to them. Now they want more time, because, they claim, there is not an equal distribution of on call pay for eligible employees. This same proposal was presented in 1997 fact-finding, in 1999, both fact-finding and arbitration and rejected each time by the neutral.

Currently only 6 other city employees receive on call pay. These are water distribution employees who are on call for a full week and wear a pager. The

practice of on call has not changed since the Union was awarded the days in 1996.

### ***Seasonal Pay Adjustment***

The Union proposed that the wages of the long-term seasonal employees (who have worked over 3,500 hours) be adjusted by an additional \$.50 to offset the built-in disparity caused by across-the-board percentage wage increases that the parties always negotiate. The Union argued that its proposal would help adjust this disparity. The City's offer does little to help alleviate this disparity.

The City argues that its position of a \$.25 increase would cost an additional \$8,100. The Employees will already receive the 3.47% increase or \$.27 base wage increase. Their wages are competitive both internally and externally. Seasonal employees are not in a career position and can be distinguished from part-time employees who can be promoted to a full-time position. There is a long history of lower pay for these limited term positions.

### **Conclusions**

#### **Holidays**

I conclude that the MLK holiday should not be added to the ten holidays already provided. No other City employees have this holiday. This unit has one more casual day than other employees except in the water department. Only 3 of the 6 external comparables provide this day off. The City has established a strong history of internal consistency in the fringe benefits and wage package negotiated with all of the city bargaining units. To grant this holiday would upset this pattern. The City and Fact-finder's position is the most reasonable position.

#### **Wake Leave**



I conclude that the wake leave should not be added to the contract. The parties have already voluntarily added 2 days to the leave provision for child or stepchild. There *is* a difference in the hours worked by firefighters to justify treating them differently *and* firefighters do not have this added benefit for child or stepchild. The City and Fact-finder's position is the most reasonable position.

### **Wages**

#### ***On Call Pay***

The Union wanted to increase the on call pay from 2 hours to 4 hours either pay or comp time. The Union's statistical argument is not persuasive as they used some police and fire units in other cities which are not comparable to this unit. I credit the City's argument that the Union "won" this in arbitration in 1996 and there is nothing that has changed since then to warrant an increase. Only 6 other city employees get on call pay. The current language should remain as it is. The City and Fact-finder's position is the most reasonable position.

#### ***Seasonal Pay Adjustment***

The Union proposed an increase of \$.50 for this group of employees. It argued the Fact-finder's award did not deserve deference because he offered no "reason" for his award of a \$.25 increase.

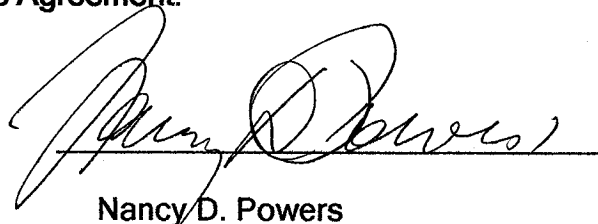
I disagree. The Fact-finder's discussion of the history of bargaining in Dubuque and its adherence to a bargaining philosophy which encourages voluntary settlements and internal consistency while negotiating settlements which have always exceeded the increase in the cost of living was thorough and accurate, in my estimation.

He accurately observed that the parties are experienced bargainers who make choices about how to apply city resources to the bargaining units. He did agree with the union that an adjustment was called for. The Union had proposed \$.50. He "split the difference" - a frequently utilized technique. He recommended this change to help correct the disparity between these seasonal employees and the other unit employees. Since both the City and the Fact-finder felt this is the "most reasonable" position on this issue and I find nothing in their analysis to fault, I agree. The seasonal employees pay should be adjusted \$.40 per hour (an addition of \$.25 to the contractual \$.15) in addition to their base increase already agreed to by the parties.

In conclusion: The parties agreement shall remain as recently agreed by the parties with the following addition:

Effective July 1, 2004, long-term seasonal or temporary employees will receive \$.40 per hour in addition to their regular rate of pay as set forth in this Addendum after completing 3,500 continuous hours of work in a seasonal or temporary position covered by this Agreement.

October 28, 2004

A handwritten signature in dark ink, appearing to read "Nancy D. Powers", is written over a horizontal line.

Nancy D. Powers

Arbitrator